

Missouri has chosen to further the policy of encouraging settlements. McPherson Redevelopment Corp. v. Watkins, 743 S.W.2d 509, 510 (Mo.App.1987).

4. An offer of settlement may not be construed as an admission of liability by the offeror, as public policy favors the settlement of disputed claims out of court and offers of settlement are treated as offers to obtain peace rather than an admission to be held against the offeror. City of Kansas City v. New York-Kansas Building Ass'n, LP, 96 S.W.3d 846, 862 (Mo.App. 2002).

5. In this case, a pre-suit settlement offer was extended on behalf of Defendant to Plaintiff. Further, the parties engaged in Mediation in this matter on December 7, 2006, during which Mediation settlement negotiations took place and various offers of settlement were extended to Plaintiff by Defendant.

6. Defendant adopts and incorporates by reference its Memorandum in Support of this Motion, as if stated completely herein.

WHEREFORE, Defendant prays this Court for its Order precluding Plaintiff from introducing at trial evidence of the foregoing subject, requiring Plaintiff's counsel to instruct Plaintiff's witnesses not to mention the subject during their testimony, and preventing Plaintiff's counsel from commenting upon the subject during opening statement and closing argument, and for whatever further relief this Court deems fair and proper.

/s/ James E. Whaley

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A copy of the foregoing sent via ECF or U.S. Mail this 5th day of January, 2007, to: Mr. Matthew J. Devoti and Mr. Matthew C. Casey, Casey & Devoti, P.C., Attorneys for Plaintiff, 100 North Broadway, Suite 1000, St. Louis, MO 63102.

/s/ James E. Whaley